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*Attorney for LoanSmart, LLC*

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF VIRGINIA  
RICHMOND DIVISION**

-----X	
In re:	:
	:
MELODY Y. KIRVEN	:
	:
Debtor.	:
-----X	

Chapter 13  
Case No. 17-34172-KLP

**STIPULATION AND CONSENT ORDER REGARDING PROOF OF CLAIM NO.  
7-1 FILED BY LOANSMART, LLC**

Melody Y. Kirven (the “Debtor”) and LoanSmart, LLC (“LoanSmart”) (collectively with the Debtor, the “Parties”), hereby stipulate and agree as follows (the “Stipulation”):

**RECITALS**

WHEREAS, on December 24, 2016, the Debtor borrowed the original principal amount of \$1,510.00 (the “Loan”) from LoanSmart;

WHEREAS, the Loan was secured by a 2004 Isuzu Sport Utility Vehicle pursuant to a Motor Vehicle Title Loan & Security Agreement (the “Security Agreement”);

WHEREAS, on August 18, 2017 (the “Petition Date”), the Debtor commenced this bankruptcy case by filing a voluntary petition for relief under chapter 13 of the Bankruptcy Code;

WHEREAS on October 9, 2017, LoanSmart filed a proof of claim in the Debtor's bankruptcy case, designated Claim 7-1 (the "Proof of Claim"), asserting a secured claim in the amount of \$2,400.55.

WHEREAS on December 19, 2017, the Debtor filed an Objection to Claim 7-1 And Memorandum in Support Thereof (the "Objection") and reserved the right to file a further motion for sanctions against LoanSmart;

WHEREAS on January 18, 2018, LoanSmart filed its Response of LoanSmart, LLC to Debtor's Objection to Claim No. 7-1 (the "Response") and withdrew the Proof of Claim;

WHEREAS, following good faith negotiations, the Parties desire to settle this matter.

#### **TERMS AND CONDITIONS**

NOW, THEREFORE, relying specifically on the foregoing recitals, in consideration of the mutual promises contained herein, in resolution of the Objection and the Response, the Parties, intending to be legally bound, stipulate and agree as follows:

1. This Stipulation is subject to approval by the Bankruptcy Court and shall become effective on the date it is approved by the Bankruptcy Court (the "Effective Date").
2. Within 30 days of the Effective Date, LoanSmart will deliver to the Debtors the title to the 2004 Isuzu Sport Utility Vehicle (the "Title") with the lien LoanSmart holds released.
3. The Debtor is hereby released from any obligation to pay LoanSmart amounts due pursuant to the Security Agreement.

4. The Proof of Claim filed by LoanSmart was and hereby is WITHDRAWN.

5. The Debtor's Objection is hereby RESOLVED and WITHDRAWN.

6. The terms of this Stipulation shall be in full and final satisfaction of any and all claims, rights, and causes of action which the Debtor asserts, has, or may have against LoanSmart, and the Debtor waives, withdraws, releases, and agrees not to assert any claims, rights, or causes of action of whatsoever kind or nature against LoanSmart or its agents, officers, directors, parents, subsidiaries, affiliates, agents, attorneys, and employees of LoanSmart, including, without limitation, any claims, rights, or causes of action relating to the Proof of Claim, the Security Agreement, the Objection, its actions or inactions in the Debtor's bankruptcy case, or that may exist under the Bankruptcy Code or Bankruptcy Rules.

7. It is understood that this Stipulation embodies a compromise between the Parties, and that neither the consideration set forth herein nor anything contained in this Stipulation shall be construed as an admission by any of the Parties to this Stipulation of any liability of any kind on behalf of any of the Parties. In the event that this Stipulation is not approved by the Bankruptcy Court for any reason, or this Stipulation is otherwise deemed invalid as a result of a breach of this Stipulation, the Parties reserve all of their rights to assert any applicable claims, causes of action and defenses as against each other, between the Parties, any entity or person, and/or any other party in interest.

8. The Parties agree that they shall bear their own costs, attorney's fees, and any other fees as they relate in any way to this Stipulation, and/or the disputes settled by this Stipulation.

9. This Stipulation shall be construed, and the rights and liabilities of the Parties hereto shall be determined, in accordance with the laws of the State of Virginia and applicable federal law.

10. The Parties hereto shall execute and deliver such other and further documents and are authorized to perform such other and further actions as may be reasonable, necessary and/or customary in order to effectuate and implement the resolutions and agreements contemplated within this Stipulation.

11. This Stipulation may be modified only by a writing executed by the Parties to this Stipulation.

12. The Parties and the legal counsel of such Parties have reviewed and revised this Stipulation. The rule of construction that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Stipulation or any addenda, amendments or exhibits to this Stipulation.

THEREFORE, IN CONSIDERATION OF THE FOREGOING, IT IS HEREBY ORDERED BY THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF VIRGINIA:

1. The Stipulation and the terms thereof are APPROVED, and the resolution of the Claim Objection be as set forth in this Stipulation.

2. The Parties are authorized to take such actions as necessary to effectuate and implement the terms of the Stipulation.

3. The Court shall retain jurisdiction over all matters or disputes concerning the Stipulation.

Dated: Feb 4 2019

/s/ Keith L. Phillips

Keith L. Phillips  
United States Bankruptcy Judge

Entered on Docket: Feb 5 2019

**SO STIPULATED AND CONSENTED TO BY:**

/s/ Constantinos G. Panagopoulos

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*Counsel for Melody Yvonne Kirven*

**CERTIFICATION OF ENDORSEMENT UNDER LOCAL RULE 9022-1(c)**

Pursuant to Local Bankruptcy Rule 9022-1(c), I hereby certify that the foregoing proposed order has been endorsed by or served upon all necessary parties.

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*Counsel for Melody Yvonne Kirven*

/s/ Constantinos G. Panagopoulos  
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